

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KEVAUGHN BLACKWOOD,
JULLISSA CLARKE, TAMEKA
MAITLAND, MELVA MILLER,
NICOLE OSVATH, KEITH GRAY,
EDWARD SANDERS III, NICKEISHA
SIMMS, DURWARD STEWART,
EUGENE WILLIAMS JR., and
SHAWNDRAL WALKER,

Plaintiffs,

v.

WESTMONT HOSPITALITY GROUP,
DW CROSSLAND OWNERS, LLC d/b/a
CROSSLAND ECONOMY STUDIOS,
HOMETOWNE STUDIOS, LLC, RED
ROOF FRANCHISING, LLC and
ESSENCE McCAULEY,

Defendants.

Case No.:

COMPLAINT

NOW COMES, the plaintiffs, KEVAUGHN BLACKWOOD, JULLISSA CLARKE, TAMEKA MAITLAND, MELVA MILLER, NICOLE OSVATH, KEITH GRAY, EDWARD SANDERS III, NICKEISHA SIMMS, DURWARD STEWART, EUGENE WILLIAMS JR., and SHAWNDRAL WALKER (hereinafter “Plaintiffs”), by and through their attorneys, O’CONNOR LAW FIRM, LTD., and complaining of the Defendants, WESTMONT HOSPITALITY GROUP, DW CROSSLAND OWNERS, LLC d/b/a CROSSLAND ECONOMY STUDIOS, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY (hereinafter “Defendants”), allege as follows:

Jurisdiction

1. This action is brought against the Defendants pursuant to Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981, et seq., as amended, and section 1985 of the Civil Rights Act of 1871, 42 U.S.C. § 1985, et. seq., as amended.

2. Jurisdiction of this Court arises under 28 U.S.C. § 1331 because the Complaint alleges a federal claim and requires the resolution of substantial questions of federal law.

3. Venue in this district is proper under 28 U.S.C. § 1391 because a substantial part of the events and omissions complained of took place in this District at 1177 S. Northpoint Boulevard, in the City of Waukegan, State of Illinois.

Parties

4. At all times relevant, the Plaintiffs are and were over the age of 18.

5. The Plaintiffs' appearances make it clear they are either African American and/or of Jamaican ethnicity and/or of a race other than white or Caucasian – “group distinct from the white race as a matter of race or color”¹:

- a. Plaintiff, KIVAUGHAN BLACKWOOD, is of Jamaican ethnicity and was present in the United States at all times relevant;
- b. Plaintiff, JULLISSA CLARKE, is of Jamaican ethnicity and was present in the United States at all times relevant;
- c. Plaintiff, KEITH GRAY, is African American and is a resident of the State of Illinois;
- d. Plaintiff, TAMEKA MAITLAND, is of Jamaican ethnicity and was present in the United States at all times relevant;

¹ *Doe ex rel. Doe v. St. Joseph's Hosp.*, 788 F.2d 411, 418 (7th Cir. 1986) (*citation omitted, overruled in part on other grounds*).

- e. Plaintiff, MELVA MILLER, is African American and is a resident of the State of Florida;
- f. Plaintiff, NICOLE OSVATH, is of Hungarian ethnicity and her race/skin color is non-white/Caucasian, and is a resident of the State of Illinois;
- g. Plaintiff, EDWARD SANDERS III, is African American and is a resident of the State of Florida;
- h. Plaintiff, NICKEISHA SIMMS, is of Jamaican ethnicity and was present in the United States at all times relevant;
- i. Plaintiff, DURWARD STEWART, is of Jamaican ethnicity and was present in the United States at all times relevant;
- j. Plaintiff, EUGENE WILLIAMS JR., is African American and is a resident of the State of Illinois; and
- k. Plaintiff, SHAWNDRRA WALKER, is African American and is a resident of the State of Illinois.

6. DW CROSSLAND OWNER, LLC, is a Delaware Limited Liability Company with its principal place of business located at 5847 San Felipe Street in Houston, Texas.

7. Upon information and belief, DW CROSSLAND OWNER, LLC, is a wholly owned subsidiary of WESTMONT HOSPITALITY GROUP, a Canadian Corporation with offices its principal place of business and headquarters in the City Missisagua, Ontario, Canada. Furthermore, WESTMONT HOSPITALITY GROUP has offices in Houston, Texas, Los Angeles, California, and New York City, New York.

8. At all relevant times, HOMETOWNE STUDIOS, LLC, is a Delaware Limited Liability Company with its principal place of business located at 7815 Walton Parkway in New Albany, Ohio.

9. At all relevant times, RED ROOF FRANCHISING, LLC, is a Delaware Limited Liability Company with its principal place of business located at 7815 Walton Parkway in Columbus, Ohio.

10. At all relevant times, ESSENCE MCCAULEY, was an agent, employee, and/or a servant of defendants, DW CROSSLAND OWNER, LLC, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and WESTMONT HOSPITALITY GROUP.

Class Certification Allegation

11. All plaintiffs bring this action on their own behalf and pursuant to Rule 23(a) and 23(b)(1) of the Federal Rules of Civil Procedure, on behalf of other similarly situated and affected residents at the Crossland Economy Studios located at 1177 S. Northpoint Boulevard, in the City of Waukegan, and State of Illinois.

Numerosity

12. The class is so numerous that joinder of all members is impracticable because of the members race and Jamaican ethnicity. The allegations have affected all of the residents at Defendants' hotel.

Commonality

13. There are questions of law and fact common to all members of the class. Such questions include, but are not limited to:

- a. Did the defendants discriminate and deny the plaintiffs their constitutional rights to make and enforce contracts because of their race and ethnicity?
- b. Did the defendants conspire with each other to violate the plaintiffs' constitutional protections provided under § 1985?

Typicality

14. The claims of the plaintiffs are typical of those of the plaintiff class. Each of the named plaintiffs, as well as the class members, were subject to discrimination and harassment while residents at the defendants' hotel.

Adequacy

15. Plaintiffs are capable of fairly and adequately protecting the interest of the plaintiff class and will diligently serve as class representatives. Plaintiffs do not have any interests antagonistic to the class. Finally, plaintiffs are represented by counsel experienced in civil rights litigation.

Rule 23(b)(1)

16. This action is maintainable as a class action pursuant to Federal Rules of Civil Procedure 23(b)(1) because the prosecution of separate actions by individuals would create a risk of inconsistent and varying adjudications, which in turn would establish incompatible standards of conduct for the defendants. Additionally, the prosecution of separate actions by individual members could result in adjudications with respect to individual members that, as a practical matter, would substantially impair the ability of other members to protect their interests

General Allegations

17. On or around May 19, 2018, and for some time prior, until on or around September 30, 2018, the defendant, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants owned, operated, maintained, managed, and/or controlled the Crossland Economy

Studios/Hometowne Studios located at 1177 S. Northpoint Boulevard in the City of Waukegan, and State of Illinois.

18. On or around May 19, 2018, and for some time prior, until on or around September 30, 2018, the defendant, DW CROSSLAND OWNER, LLC, individually and/or by and through its agents, employees, and/or servants owned, operated, maintained, managed, and/or controlled the Crossland Economy Studios/Hometowne Studios located at 1177 S. Northpoint Boulevard in the City of Waukegan, and State of Illinois.

19. On or around May 19, 2018, and for some time prior, until on or around September 30, 2018, the defendant, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants owned, operated, maintained, managed, and/or controlled the Crossland Economy Studios/Hometowne Studios located at 1177 S. Northpoint Boulevard in the City of Waukegan, and State of Illinois.

20. On or around May 19, 2018, and for some time prior, until on or around September 30, 2018, the defendant, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants owned, operated, maintained, managed, and/or controlled the Crossland Economy Studios/Hometowne Studios located at 1177 S. Northpoint Boulevard in the City of Waukegan, and State of Illinois

21. On or around May 19, 2018, until on or around September 30, 2018, the defendant, ESSENCE McCAULEY, individually and/or as agent, employee, and/or

servant of defendants, WESTMOUNT HOSPITALITY GROUP, DW CROSSLAND OWNER, LLC, HOMETOWN STUDIOS, LLC, and RED ROOF FRANCHISING, LLC, owned, operated, managed, maintained and/or controlled the Crossland Economy Studios/Hometowne Studios located at 1177 S. Northpoint Boulevard in the City of Waukegan, and State of Illinois.

22. At the aforementioned time, the plaintiffs' appearance revealed to the defendants, as well as the public at large, that the plaintiffs were either of African American, of Jamaican ethnicity, or a race/skin color other than white/Caucasian.

23. At the aforementioned time, the plaintiffs, as well as other similarly situated individuals, were residents at the Crossland Economy Studios/Hometowne Studios located at 1117 S. Northpoint Boulevard in the City of Waukegan, State of Illinois, after paying for their respective stays in advance.

24. At all relevant times during their stay at Crossland Studios/Hometowne Studios, the defendants subjected the plaintiffs to living in unsanitary rooms infested with mold and insects, repeatedly harassed and called derogatory terms, faced unpredictable and unreasonable threats of termination of their stay, denied access to their mail and other deliveries, repeatedly moved from their rooms to other rooms without notice, and ultimately evicted from their rooms without cause, all due to discrimination on the basis of their race and ethnicity.

COUNT I

*Kevaghn Blackwood vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981*

25. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 25.

26. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

27. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

28. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;

- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

29. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT II

Kevaghn Blackwood v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

30. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 30.

31. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

32. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

33. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT III

Kevaghn Blackwood v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

34. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 34.

35. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color and Jamaican ethnicity.

36. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

37. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

38. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT IV

Kevaghn Blackwood v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

39. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 39.

40. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

41. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

42. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT V

Kevaghn Blackwood vs. HOMETOWNE STUDIOS
Violation of Section 1981

43. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 43.

44. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

45. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

46. At the aforementioned time and place, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;

- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

47. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT VI

Kevaghna Blackwood v. HOMETOWNE STUDIOS, LLC
Violation of Section 1985

48. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 48.

49. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

50. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

51. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT VII
Kevaghna Blackwood vs. RED ROOF FRANCHISING
Violation of Section 1981

52. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 52.

53. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

54. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

55. At the aforementioned time and place, RED ROOF FRACHISING, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

56. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT VIII

Kevaghn Blackwood v. RED ROOF FRACHISING
Violation of Section 1985

57. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 57.

58. At the aforementioned place and time, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

59. At the aforementioned place and time, RED ROOF FRACHISING LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;

- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

60. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT IX

Kevaghn Blackwood v. ESSENCE McCAULEY
Violation of Section 1981

61. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 61.

62. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC, and/or HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC

intentionally discriminated against the plaintiff because of his race/skin color and Jamaican ethnicity.

63. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC, and/or HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

64. At the aforementioned time and place, *ESSENCE McCAULEY*, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

65. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT X
Kevaghn Blackwood v. ESSENCE McCAULEY
Violation of Section 1985

66. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 66.

67. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC for the purpose of depriving the plaintiff of his

constitutional protected rights to make and enforce contracts because of his race and ethnicity.

68. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

69. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEVAUGHN BLACKWOOD, demands judgment against *ESSENCE McCAULEY*, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XI

Jullissa Clarke vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

70. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 70.

71. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

72. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

73. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;

- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

74. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XII

Jullissa Clarke v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

75. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 75.

76. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNER, LLC and/or

HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

77. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

78. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XIII
Jullissa Clarke v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

79. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 79.

80. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

81. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

82. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;

- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

83. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XIV

Jullissa Clarke v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

84. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 84.

85. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her

constitutional protected rights to make and enforce contracts because of her race and ethnicity.

86. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

87. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XV
Jullissa Clarke vs. HOMETOWNE STUDIOS
Violation of Section 1981

88. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 88.

89. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

90. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

91. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;

- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

92. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XVI
Jullissa Clarke v. HOMETOWNE STUDIOS
Violation of Section 1985

93. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 93.

94. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

95. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

96. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XVII

Jullissa Clarke v. RED ROOF FRANCHISING, LLC
Violation of Section 1981

97. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 97.

98. At the aforementioned time and place, RED ROOF FRANCHISING, LLC individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

99. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

100. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

101. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XVIII

Jullissa Clarke v. RED ROOF FRANCHISING, LLC
Violation of Section 1985

102. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 102.

103. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLANDS OWNER, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

104. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

105. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just

COUNT XIX
Jullissa Clarke v. ESSENCE McCAULEY
Violation of Section 1981

106. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 106.

107. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or RED ROOF FRANCHISING LLC and/or HOMETOWNE STUDIOS, LLC, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

108. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or RED ROOF FRANCHISING LLC and/or HOMETOWNE STUDIOS, LLC, had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

109. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or RED ROOF FRANCHISING LLC and/or HOMETOWNE STUDIOS, LLC, wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;

- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

110. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XX

Jullissa Clarke v. ESSENCE McCAULEY

Violation of Section 1985

111. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 111.

112. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or RED

ROOF FRANCHISING LLC and/or HOMETOWNE STUDIOS, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or RED ROOF FRANCHISING LLC and/or HOMETOWNE STUDIOS, LLC, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

113. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or RED ROOF FRANCHISING LLC and/or HOMETOWNE STUDIOS, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

114. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and

privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, JULLISSA CLARKE, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXI

Keith Gray vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

115. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 115.

116. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color.

117. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

118. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

119. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXII
Keith Gray v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

120. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 120.

121. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants,

conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

122. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

123. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXIII

Keith Gray v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

124. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 124.

125. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color.

126. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

127. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassing the plaintiffs by calling them derogatory terms;
- b. Refusing plaintiffs access to their mail and deliveries;

- c. Threatening to evict the plaintiffs from their respective hotel rooms without cause or justifications;
- d. Refusing to clean plaintiff's respective hotel rooms;
- e. Refusing to provide plaintiffs with maintenance services;
- f. Moving plaintiffs from room-to-room within the hotel without cause;
- g. Evicting the plaintiffs from their rooms without cause or justification;
- h. Otherwise preventing the plaintiffs from making and enforcing a contract under which they had certain rights.

128. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXIV
Keith Gray v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

129. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 129.

130. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE

McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

131. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

132. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXV
Keith Gray vs. HOMETOWNE STUDIOS

Violation of Section 1981

133. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 133.

134. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her Jamaican ethnicity.

135. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

136. At the aforementioned time and place, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

137. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXVI

Keith Gray v. HOMETOWNE STUDIOS, LLC
Violation of Section 1985

138. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 138.

139. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

140. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

141. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXVI
Keith Gray vs. RED ROOF FRANCHISING
Violation of Section 1981

142. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 142.

143. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

144. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

145. At the aforementioned time and place, RED ROOF FRACHISING, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;

- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

146. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXVII
Keith Gray v. RED ROOF FRACHISING
Violation of Section 1985

147. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 147.

148. At the aforementioned place and time, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

149. At the aforementioned place and time, RED ROOF FRACHISING LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

150. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXVIII
Keith Gray v. ESSENCE McCAULEY
Violation of Section 1981

151. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 151.

152. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC,
intentionally discriminated against the plaintiff because of his race/skin color.

153. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC, had a
duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff
based on his race and ethnicity, and denying the plaintiff's right to make and
enforce contracts because of his race and/or ethnicity.

154. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC,
wrongfully and intentionally prevented the plaintiff from enjoying any of the
benefits for which he contracted through one or more of the following acts and/or
omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms
without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

155. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXIX

Keith Gray v. ESSENCE McCAULEY
Violation of Section 1985

156. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 156.

157. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of his

constitutional protected rights to make and enforce contracts because of his race and ethnicity.

158. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC, and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

159. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, KEITH GRAY, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXX

Tameka Maitland vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

160. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 160.

161. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

162. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

163. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;

- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

164. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXI

Tameka Maitland v. WESTMONT HOSPITALITY GROUP

Violation of Section 1985

165. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 165.

166. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE

STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

167. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

168. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXII
Tameka Maitland v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

169. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 169.

170. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

171. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

172. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;

- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

173. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against *DW CROSSLANDS OWNER, LLC* for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXIII

Tameka Maitland v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

174. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 174.

175. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

176. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

177. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXIV
Tameka Maitland vs. HOMETOWNE STUDIOS
Violation of Section 1981

178. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 178.

179. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

180. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

181. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

182. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXV

Tameka Maitland v. HOMETOWNE STUDIOS
Violation of Section 1985

183. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 183.

184. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

185. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

186. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXVI

Tameka Maitland v. RED ROOF FRANCHISING, LLC
Violation of Section 1981

187. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 187.

188. At the aforementioned time and place, RED ROOF FRANCHISING, LLC individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

189. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

190. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

191. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXVII

Tameka Maitland v. RED ROOF FRANCHISING, LLC
Violation of Section 1985

192. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 192.

193. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLANDS OWNER, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

194. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

195. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just

COUNT XXXVIII

Tameka Maitland v. ESSENCE McCAULEY
Violation of Section 1981

196. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 196.

197. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

198. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

199. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

200. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, Tameka Maitland, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XXXIX
Tameka Maitland v. ESSENCE McCAULEY
Violation of Section 1985

201. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 201.

202. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

203. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

204. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, TAMEKA MAITLAND, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XL

Melva Miller vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

205. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 205.

206. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

207. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

208. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the

benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

209. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLI

Melva Miller v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

210. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 210.

211. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

212. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

213. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLII

Melva Miller v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

214. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 214.

215. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

216. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

217. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;

- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

218. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLIII

Melva Miller v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

219. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 219.

220. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE

McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

221. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

222. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLIV
Melva Miller vs. HOMETOWNE STUDIOS

Violation of Section 1981

223. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 223.

224. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

225. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

226. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

227. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLV
Melva Miller v. HOMETOWNE STUDIOS
Violation of Section 1985

228. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 228.

229. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

230. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

231. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLVI

Melva Miller v. RED ROOF FRANCHISING, LLC
Violation of Section 1981

232. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 232.

233. At the aforementioned time and place, RED ROOF FRANCHISING, LLC individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

234. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

235. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;

- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

236. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLVII

Melva Miller v. RED ROOF FRANCHISING, LLC
Violation of Section 1985

237. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 237.

238. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLANDS OWNER, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

239. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

240. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MEVLA MILLER, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT XLVIII
Melva Miller v. ESSENCE McCAULEY
Violation of Section 1981

241. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 241.

242. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC,
intentionally discriminated against the plaintiff because of her race/skin color.

243. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a
duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff
based on her race and ethnicity, and denying the plaintiff's right to make and
enforce contracts because of her race and/or ethnicity.

244. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC,
wrongfully and intentionally prevented the plaintiff from enjoying any of the
benefits for which she contracted through one or more of the following acts and/or
omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms
without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

245. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LIX
Melva Miller v. ESSENCE McCAULEY
Violation of Section 1985

246. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 246.

247. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of her

constitutional protected rights to make and enforce contracts because of her race and ethnicity.

248. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

249. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, MELVA MILLER, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LX

Nicole Osvath vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

250. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 250.

251. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her skin color/race and her Hungarian ethnicity.

252. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

253. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;

- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

254. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXI

Nicole Osvath v. WESTMONT HOSPITALITY GROUP

Violation of Section 1985

255. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 255.

256. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE

STUDIOS, LLC, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

257. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

258. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXII
Nicole Osvath v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

259. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 259.

260. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Hungarian ethnicity.

261. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

262. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;

- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

263. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXIII

Nicole Osvath v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

264. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 264.

265. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

266. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

267. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXIV
Nicole Osvath vs. HOMETOWNE STUDIOS
Violation of Section 1981

268. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 268.

269. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Hungarian ethnicity.

270. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

271. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

272. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXV
Nicole Osvath v. HOMETOWNE STUDIOS
Violation of Section 1985

273. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 273.

274. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

275. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

276. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXVI

Nicole Osvath v. RED ROOF FRANCHISING, LLC
Violation of Section 1981

277. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 277.

278. At the aforementioned time and place, RED ROOF FRANCHISING, LLC individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Hungarian ethnicity.

279. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

280. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

281. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXVII

Nicole Osvath v. RED ROOF FRANCHISING, LLC
Violation of Section 1985

282. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 282.

283. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLANDS OWNER, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

284. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

285. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXVIII

Nicole Osvath v. ESSENCE McCAULEY
Violation of Section 1981

286. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 286.

287. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, intentionally discriminated against the plaintiff because of her race/skin color and Hungarian ethnicity.

288. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

289. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

290. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXIX
Nicole Osvath v. ESSENCE McCAULEY
Violation of Section 1985

291. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 291.

292. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

293. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

294. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICOLE OSVATH, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXX

Edward Sanders III vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

295. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 295.

296. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his African American race and skin color.

297. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiffs based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

298. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants

wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

299. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXI
Edward Sanders III v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

300. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 300.

301. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

302. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

303. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and

privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXII

Edward Sanders III v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

304. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 304.

305. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race and Jamaican ethnicity.

306. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

307. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the

benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

308. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXIV

Edward Sanders III v. DW CROSSLANDS OWNER, LLC

Violation of Section 1985

309. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 309.

310. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

311. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

312. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXV
Edward Sanders III vs. HOMETOWNE STUDIOS
Violation of Section 1981

313. Plaintiff repeats, realleges and incorporates paragraphs 1-204 as though fully stated herein as paragraph 313.

314. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

315. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

316. At the aforementioned time and place, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;

- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

317. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXVI

Edward Sanders III v. HOMETOWNE STUDIOS, LLC
Violation of Section 1985

318. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 318.

319. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC and ESSENCE

McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

320. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

321. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXVII
Kevaughn Blackwood vs. RED ROOF FRANCHISING
Violation of Section 1981

322. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 322.

323. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

324. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

325. At the aforementioned time and place, RED ROOF FRACHISING, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

326. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXVIII
Edward Sanders III v. RED ROOF FRACHISING
Violation of Section 1985

327. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 327.

328. At the aforementioned place and time, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

329. At the aforementioned place and time, RED ROOF FRACHISING LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

330. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXIV
Edward Sanders III v. ESSENCE McCAULEY
Violation of Section 1981

331. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 331.

332. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, intentionally discriminated against the plaintiff because of his African American race and skin color.

333. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiffs based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

334. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

335. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXX
Edward Sanders III v. ESSENCE McCAULEY
Violation of Section 1985

336. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 336.

337. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

338. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

339. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EDWARD SANDERS III, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXI

Nickeisha Simms vs. WESTMONT HOSPITALITY GROUP

Violation of Section 1981

340. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 340.

341. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

342. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

343. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants

wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

344. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXII

Nickeisha Simms v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

345. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 345.

346. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity

347. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

348. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and

privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXIII

Nickeisha Simms v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

349. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 349.

350. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

351. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

352. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the

benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

353. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXIV

Nickeisha Simms v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

354. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 354.

355. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

356. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

357. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXV

Nickeisha Simms vs. HOMETOWNE STUDIOS
Violation of Section 1981

358. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 358.

359. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

360. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating the against plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

361. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;

- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

362. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXVI
Nickeisha Simms v. HOMETOWNE STUDIOS
Violation of Section 1985

363. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 363.

364. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT

HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

365. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

366. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXVII
Nickeisha Simms v. RED ROOF FRANCHISING, LLC
Violation of Section 1981

367. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 367.

368. At the aforementioned time and place, RED ROOF FRANCHISING, LLC individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

369. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

370. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;

- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

371. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXVIII

Nickeisha Simms v. RED ROOF FRANCHISING, LLC
Violation of Section 1985

372. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 372.

373. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLANDS OWNER, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

374. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

375. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LXXXIX
Nickeisha Simms v. ESSENCE McCAULEY
Violation of Section 1981

376. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 376.

377. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, intentionally discriminated against the plaintiff because of her race/skin color and Jamaican ethnicity.

378. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;

- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

379. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LC
Nickeisha Simms v. ESSENCE McCAULEY
Violation of Section 1985

380. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 380.

381. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or

HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

382. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

383. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and

privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, NICKEISHA SIMMS, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCI

Durward Stewart vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

384. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 384.

385. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color and Jamaican ethnicity.

386. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

387. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the

benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

388. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCII
Durward Stewart v. WESTMONT HOSPITALITY GROUP
Violation of Section 1985

389. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 389.

390. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

391. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

392. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and

privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCIII

Durward Stewart v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

393. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 393.

394. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color and Jamaican ethnicity.

395. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

396. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the

benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

397. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCIV

Durward Stewart v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

398. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 398.

399. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

400. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

401. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCV
Durward Stewart vs. HOMETOWNE STUDIOS
Violation of Section 1981

402. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 402.

403. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

404. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

405. At the aforementioned time and place, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;

- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

406. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCVI

Durward Stewart v. HOMETOWNE STUDIOS, LLC
Violation of Section 1985

407. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 407.

408. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC and ESSENCE

McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

409. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

410. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCVII
Durward Stewart vs. RED ROOF FRANCHISING
Violation of Section 1981

411. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 411.

412. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

413. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

414. At the aforementioned time and place, RED ROOF FRACHISING, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

415. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT LCVIII
Durward Stewart v. RED ROOF FRACHISING
Violation of Section 1985

416. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 416.

417. At the aforementioned place and time, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

418. At the aforementioned place and time, RED ROOF FRACHISING LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiffs by calling them derogatory terms;
- b. Refused plaintiffs access to their mail and deliveries;
- c. Threatened to evict the plaintiffs from their respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiffs with maintenance services;
- f. Moved plaintiffs from room-to-room within the hotel without cause;
- g. Evicted the plaintiffs from their rooms without cause or justification;
- h. Otherwise prevented the plaintiffs from making and enforcing a contract under which they had certain rights.

419. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT C

Durward Stewart v. ESSENCE McCauley
Violation of Section 1981

420. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 420.

421. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC, intentionally discriminated against the plaintiff because of his race/skin color and Jamaican ethnicity.

422. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC, had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

423. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC, wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

424. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CI
Durward Stewart v. ESSENCE McCAULEY
Violation of Section 1985

425. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 425.

426. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC for the purpose of depriving the plaintiff of his

constitutional protected rights to make and enforce contracts because of his race and ethnicity.

427. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

428. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, DURWARD STEWART, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CII

Eugene Williams Jr. vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

429. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 429.

430. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color.

431. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

432. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;

- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

433. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CIII

Eugene Williams Jr. v. WESTMONT HOSPITALITY GROUP

Violation of Section 1985

434. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 434.

435. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE

STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

436. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

437. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages,

attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CIV

Eugene Williams Jr. v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

438. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 438.

439. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his race/skin color.

440. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

441. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;

- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

442. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CV
Eugene Williams Jr. v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

443. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 443.

444. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE

McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

445. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

446. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CVI
Eugene Williams Jr. vs. HOMETOWNE STUDIOS
Violation of Section 1981

447. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 447.

448. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

449. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

450. At the aforementioned time and place, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

451. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CVII
Eugene Williams Jr. v. HOMETOWNE STUDIOS, LLC
Violation of Section 1985

452. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 452.

453. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

454. At the aforementioned place and time, HOMETOWNE STUDIOS LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

455. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CVIII
Eugene Williams Jr. vs. RED ROOF FRANCHISING
Violation of Section 1981

456. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 456.

457. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of his Jamaican ethnicity.

458. At the aforementioned time and place, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on his race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of his race and/or ethnicity.

459. At the aforementioned time and place, RED ROOF FRACHISING, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;

- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

460. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CIX

Kevaghn Blackwood v. RED ROOF FRACHISING
Violation of Section 1985

461. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 461.

462. At the aforementioned place and time, RED ROOF FRACHISING, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of his constitutional protected rights to make and enforce contracts because of his race and ethnicity.

463. At the aforementioned place and time, RED ROOF FRACHISING LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

464. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against RED ROOF FRACHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CX

Eugene Williams Jr. v. ESSENCE McCAULEY
Violation of Section 1981

465. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 465.

466. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC,
intentionally discriminated against the plaintiff because of his race/skin color.

467. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a
duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff
based on his race and ethnicity, and denying the plaintiff's right to make and
enforce contracts because of his race and/or ethnicity.

468. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC,
wrongfully and intentionally prevented the plaintiff from enjoying any of the
benefits for which he contracted through one or more of the following acts and/or
omissions:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms
without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

469. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXI
Eugene Williams Jr. v. ESSENCE McCAULEY
Violation of Section 1985

470. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 470.

471. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of his

constitutional protected rights to make and enforce contracts because of his race and ethnicity.

472. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling him derogatory terms;
- b. Refused plaintiff access to his mail and deliveries;
- c. Threatened to evict the plaintiff from his respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from his room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which he had certain rights.

473. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of his constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, EUGENE WILLIAMS JR., demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXII

Shawndra Walker vs. WESTMONT HOSPITALITY GROUP
Violation of Section 1981

474. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 474.

475. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

476. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

477. At the aforementioned time and place, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;

- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

478. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXIII

Shawndra Walker v. WESTMONT HOSPITALITY GROUP

Violation of Section 1985

479. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 479.

480. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, HOMETOWNE

STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

481. At the aforementioned place and time, WESTMONT HOSPITALITY GROUP, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

482. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRRA WALKER, demands judgment against WESTMONT HOSPITALITY GROUP for compensatory damages,

attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXIV

Shawndra Walker v. DW CROSSLANDS OWNER, LLC
Violation of Section 1981

483. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 483.

484. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

485. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

486. At the aforementioned time and place, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;

- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

487. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXV
Shawndra Walker v. DW CROSSLANDS OWNER, LLC
Violation of Section 1985

488. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 488.

489. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC, RED ROOF FRANCHISING, LLC and ESSENCE

McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

490. At the aforementioned place and time, DW CROSSLANDS OWNER, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

491. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against DW CROSSLANDS OWNER, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXVI
Shawndra Walker vs. HOMETOWNE STUDIOS

Violation of Section 1981

492. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 492.

493. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

494. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

495. At the aforementioned time and place, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which he contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;

- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

496. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXVII
Shawndra Walker v. HOMETOWNE STUDIOS
Violation of Section 1985

497. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 497.

498. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLAND OWNERS, LLC, WESTMONT HOSPITALITY GROUP, RED ROOF FRANCHISING, LLC, and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

499. At the aforementioned place and time, HOMETOWNE STUDIOS, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

500. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against HOMETOWNE STUDIOS, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXVIII

Shawndra Walker v. RED ROOF FRANCHISING, LLC
Violation of Section 1981

501. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 501.

502. At the aforementioned time and place, RED ROOF FRANCHISING, LLC individually and/or by and through its agents, employees, and/or servants, intentionally discriminated against the plaintiff because of her race/skin color.

503. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants had a duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff based on her race and ethnicity, and denying the plaintiff's right to make and enforce contracts because of her race and/or ethnicity.

504. At the aforementioned time and place, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants wrongfully and intentionally prevented the plaintiff from enjoying any of the benefits for which she contracted through one or more of the following acts and/or omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;

- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

505. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXIX

Shawndra Walker v. RED ROOF FRANCHISING, LLC
Violation of Section 1985

506. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 506.

507. At the aforementioned place and time, , individually and/or by and through its agents, employees, and/or servants, conspired with co-defendants, DW CROSSLANDS OWNER, LLC, WESTMONT HOSPITALITY GROUP, HOMETOWNE STUDIOS, LLC and ESSENCE McCAULEY, for the purpose of depriving the plaintiff of her constitutional protected rights to make and enforce contracts because of her race and ethnicity.

508. At the aforementioned place and time, RED ROOF FRANCHISING, LLC, individually and/or by and through its agents, employees, and/or servants, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

509. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against RED ROOF FRANCHISING, LLC for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXXI
Shawndra Walker v. ESSENCE McCAULEY
Violation of Section 1981

510. Plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 510.

511. At the aforementioned time and place, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT

HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC,
intentionally discriminated against the plaintiff because of her race/skin color.

512. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, had a
duty under 42 U.S.C. §1981 to refrain from discriminating against the plaintiff
based on her race and ethnicity, and denying the plaintiff's right to make and
enforce contracts because of her race and/or ethnicity.

513. At the aforementioned time and place, ESSENCE McCAULEY, individually
and/or as agent, employee, and/or servant of defendants, WESTMONT
HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or
HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC,
wrongfully and intentionally prevented the plaintiff from enjoying any of the
benefits for which she contracted through one or more of the following acts and/or
omissions:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms
without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;

- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

514. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against ESSENCE McCAULEY for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

COUNT CXXII
Shawndra Walker v. ESSENCE McCAULEY
Violation of Section 1985

515. The plaintiff repeats, realleges and incorporates paragraphs 1-24 as though fully stated herein as paragraph 515.

516. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC conspired with co-defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, for the purpose of depriving the plaintiff of her

constitutional protected rights to make and enforce contracts because of her race and ethnicity.

517. At the aforementioned place and time, ESSENCE McCAULEY, individually and/or as agent, employee, and/or servant of defendants, WESTMONT HOSPITALITY GROUP and/or DW CROSSLAND OWNER, LLC and/or HOMETOWNE STUDIOS, LLC and/or RED ROOF FRANCHISING, LLC, committed the following acts or omissions in furtherance of said conspiracy:

- a. Harassed the plaintiff by calling her derogatory terms;
- b. Refused plaintiff access to her mail and deliveries;
- c. Threatened to evict the plaintiff from her respective hotel rooms without cause or justifications;
- d. Refused to clean plaintiff's respective hotel rooms;
- e. Refused to provide plaintiff with maintenance services;
- f. Moved plaintiff from room-to-room within the hotel without cause;
- g. Evicted the plaintiff from her room without cause or justification;
- h. Otherwise prevented the plaintiff from making and enforcing a contract under which she had certain rights.

518. As a direct and proximate cause of one or more of the foregoing wrongful acts and omissions, the plaintiff was deprived of her constitutional rights and privileges and caused to suffer personal humiliation, loss of capacity, enjoyment of life, mental anguish, and embarrassment, and will continue to do so.

WHEREFORE, the plaintiff, SHAWNDRAL WALKER, demands judgment against ESSENCE McCAULEY, for compensatory damages, attorney's fees and costs, and for such other relief as this Court deems equitable and just.

JURY DEMAND

Plaintiffs demand trial by jury.

Respectfully Submitted,

O'CONNOR LAW FIRM, LTD.

/s/Matthew M. Popp

Matthew M. Popp

Kevin W. O'Connor (ARDC# 6216627)
Matthew M. Popp (ARDC# 6321315)
Attorneys for Plaintiffs
O'CONNOR LAW FIRM, LTD.
19 South LaSalle Street, Suite 1400
Chicago, Illinois 60603
Phone: (312) 906-7609
Fax: (312) 263-1913
koconnor@koconnorlaw.com
mpopp@koconnorlaw.com
firm@koconnorlaw.com